

Exhibit 9

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

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STEPHEN M. WILSON, et al.,

Plaintiffs,

against 07 Civ. 6176(LTS)

IMAGESAT INTERNATIONAL N.V.,

et al.,

Defendants.

-----x

MOSHE BAR-LEV

New York, New York

Tuesday, February 26, 2008

Reported by: Steven Neil Cohen, RPR

<p>1 Bar-Lev</p> <p>2 want me to start? Kindergarten?</p> <p>3 Q. You can start with college.</p> <p>4 A. I got my engineering degree from</p> <p>5 the Technion, my B.Sc., Bachelor of Science.</p> <p>6 I got my Ph.D. from USC in Los</p> <p>7 Angeles.</p> <p>8 Q. When did you get your B.Sc. in</p> <p>9 aeronautical engineering from Technion?</p> <p>10 A. 1966.</p> <p>11 Q. When did you get your Ph.D.</p> <p>12 from --</p> <p>13 A. 1975.</p> <p>14 Q. Had you done your military service</p> <p>15 before or after or both?</p> <p>16 A. Military service in Israel</p> <p>17 includes also, you know, how do you say,</p> <p>18 reserve duties. Do you refer to that?</p> <p>19 Q. No, other than reserve duties.</p> <p>20 A. Before. Just a minute. Before</p> <p>21 the B.Sc., before I went to the Technion I</p> <p>22 was in the paratroopers.</p> <p>23 After I finished the Technion I</p> <p>24 was in the Air Force.</p> <p>25 Q. After you finished the Technion in</p>	<p>1 Bar-Lev</p> <p>2 but I would rather not get into it.</p> <p>3 Q. What years were you an officer in</p> <p>4 the Air Force?</p> <p>5 A. From 1967 up to 1970.</p> <p>6 Q. Did you have a security clearance</p> <p>7 during the period that you served in the Air</p> <p>8 Force from 1967 to 1970?</p> <p>9 A. Every officer had one, yes.</p> <p>10 Q. Are there various classifications</p> <p>11 of clearance that the military gives to</p> <p>12 officers?</p> <p>13 A. It was too long ago. I don't</p> <p>14 remember what kind of classifications but</p> <p>15 there are.</p> <p>16 Q. Do you recall what classification</p> <p>17 you had?</p> <p>18 A. No. Well, to tell you which kind</p> <p>19 of grade it was?</p> <p>20 Q. Yes.</p> <p>21 A. No, I don't remember.</p> <p>22 Q. Do you recall whether you were --</p> <p>23 you had the clearance to receive secret</p> <p>24 information?</p> <p>25 A. I would phrase, yes. Depend --</p>
<p>1 Bar-Lev</p> <p>2 1966 you went into what part of the Israeli</p> <p>3 defense forces?</p> <p>4 A. Into the Air Force.</p> <p>5 Q. What was your specific role in the</p> <p>6 Air Force?</p> <p>7 A. I was an officer in the Air Force.</p> <p>8 Q. Were -- did you have a specific</p> <p>9 area of involvement in the Air Force as an</p> <p>10 officer?</p> <p>11 A. I don't think I would like to</p> <p>12 disclose that.</p> <p>13 Q. I am not meaning to probe what is</p> <p>14 inappropriate to be probed but let me just</p> <p>15 ask this question.</p> <p>16 A. I will tell you, make it easier.</p> <p>17 I was in the flight school and then I was in</p> <p>18 the headquarter of the Air Force.</p> <p>19 Q. When you were in the headquarter</p> <p>20 of the Air Force what projects were you</p> <p>21 involved with?</p> <p>22 A. I cannot tell you.</p> <p>23 Q. You cannot tell me because?</p> <p>24 A. Because I regard that as a</p> <p>25 sensitive issue for Israel. Maybe it is not</p>	<p>1 Bar-Lev</p> <p>2 the secrecy, of course, has grades by</p> <p>3 itself.</p> <p>4 Q. What are the grades of secrecy</p> <p>5 that exist?</p> <p>6 A. I don't remember. Remember it was</p> <p>7 '67.</p> <p>8 Q. Are these grades of secrecy -- are</p> <p>9 there grades of secrecy today in Israel?</p> <p>10 A. I don't know.</p> <p>11 Q. Do you recall who it is that gives</p> <p>12 the securities clearance for you to serve in</p> <p>13 the Air Force with a security clearance?</p> <p>14 A. You mean by name?</p> <p>15 Q. No. What unit?</p> <p>16 A. Do you want me to answer?</p> <p>17 MR. MATETSKY: Do you want him to</p> <p>18 do it that way? I assume you don't.</p> <p>19 MR. GOLDSTEIN: I would prefer --</p> <p>20 BY MR. GOLDSTEIN:</p> <p>21 Q. The question is if you know the</p> <p>22 word in English, that is great. If not --</p> <p>23 A. No, I don't know how to translate</p> <p>24 it.</p> <p>25 Q. Can you roughly describe what the</p>

<p style="text-align: right;">Page 22</p> <p>1 Bar-Lev 2 group -- is it within the military? 3 A. It was in the military. It has to 4 do with security. 5 Q. They would assign -- 6 A. They will check you out and then 7 they will assign you according to your 8 position in the Air Force. 9 Q. Do you recall once you had a 10 securities clearance in the military whether 11 it needed to be renewed? 12 A. No, I don't. I don't remember. I 13 assume it is done automatically. 14 MR. MATETSKY: Don't assume 15 things. Answer from what you know. 16 BY MR. GOLDSTEIN: 17 Q. You said that after completing 18 your military service in the Air Force you 19 then went to get your Ph.D.? 20 A. Yes. 21 Q. In California? 22 A. Yes. 23 Q. You received your Ph.D. in 1975? 24 A. 1975, yes. 25 Q. Then?</p>	<p style="text-align: right;">Page 24</p> <p>1 Bar-Lev 2 group did you first work in, Dr. Bar-Lev? 3 A. It was the control group dealing 4 with aircrafts and aircraft flight dynamics 5 and flight controls and then I moved into 6 missile and I became the head of the future 7 next generation sea to sea missiles. 8 Then we started the space program 9 of Israel. We initiated it really. 10 Q. When you say that you initiated 11 the space program of Israel, when was that, 12 sir? 13 A. The beginning of the '80s. 14 Q. Was it a specific division of IAI 15 in which you initiated the space program of 16 Israel? 17 A. It was MBT. 18 Q. MBT is a division of IAI? 19 A. It is a plant. It used to be a 20 plant in IAI. 21 Q. Within MBT was there a group that 22 was focused on space? 23 A. No, not at this point. 24 It was part of the missile group, 25 you call it, something else and then it</p>
<p style="text-align: right;">Page 23</p> <p>1 Bar-Lev 2 A. M.Sc. and Ph.D., yes. 3 Q. Then what did you do at that 4 point, sir? 5 A. After 1975? 6 Q. Yes. 7 A. I went back home. 8 Q. Went back -- 9 A. Home. Home is Israel. 10 Q. Home is Israel? 11 A. Yes. 12 Q. What did you do back home in 13 Israel. 14 A. I joined IAI. 15 Q. Just for purposes of the record, 16 when you say "IAI" and when I refer to IAI 17 we are referring to Israel Aircraft, Israel 18 Aerospace Industries as it is currently 19 named? 20 A. Yes. You know why I am smiling. 21 Q. Do you want to share with us why 22 you are smiling? 23 A. It was because of us now it 24 changed its name to Aerospace. 25 Q. When you first joined the IAI what</p>	<p style="text-align: right;">Page 25</p> <p>1 Bar-Lev 2 developed into an entity by itself. 3 Q. Your title in this original group 4 was what? 5 A. The head of the directorate. 6 Q. In the beginning of the 1980s when 7 you assumed this position was there yet a 8 space technology directorate? 9 A. No. 10 Q. So that followed after? 11 A. Yes. 12 Q. What was the impetus -- you say 13 that in the beginning 1980s Israel, you 14 began -- you initiated the space program in 15 Israel? 16 A. We. 17 Q. We. 18 Who do you include within the 19 "we"? 20 A. At some point Dr. Rosenbaum and 21 the rest of the group that was with me on 22 the sea-to-sea missile, engineers and 23 technicians that we used in order to check 24 this possibility. 25 Q. Do you have any greater</p>

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<p>1 Bar-Lev</p> <p>2 recollection of what year this began other</p> <p>3 than the beginning of 1980s?</p> <p>4 A. I am very bad at dates, okay.</p> <p>5 Please recall that. It was the beginning of</p> <p>6 the 1980s.</p> <p>7 Q. What was the precipitating fact?</p> <p>8 Why did Israel initiate a space</p> <p>9 program in the early 1980s?</p> <p>10 MR. MATETSKY: Objection to the</p> <p>11 form.</p> <p>12 You can answer.</p> <p>13 THE WITNESS: I am not sure that I</p> <p>14 am at liberty, okay, to disclose all the</p> <p>15 facts for that.</p> <p>16 BY MR. GOLDSTEIN:</p> <p>17 Q. Because of sensitive information?</p> <p>18 A. Because of sensitive information,</p> <p>19 yes.</p> <p>20 Q. Affecting the national security</p> <p>21 interests of Israel?</p> <p>22 A. That is correct, or may have,</p> <p>23 okay.</p> <p>24 Q. Now was the space program</p> <p>25 developed by MBT alone or was it in</p>	<p>1 Bar-Lev</p> <p>2 Observation satellites, both</p> <p>3 select or optical, radar or static aperture</p> <p>4 satellites and also communication satellites</p> <p>5 all of which we were part of.</p> <p>6 Q. By the time Israel began</p> <p>7 building -- developing a earth observation</p> <p>8 satellite were there other countries that</p> <p>9 had already developed such technology?</p> <p>10 A. Yes.</p> <p>11 Q. Why was it that Israel decided to</p> <p>12 pursue its own development rather than</p> <p>13 purchase one from another country?</p> <p>14 MR. MATETSKY: Objection to the</p> <p>15 form.</p> <p>16 THE WITNESS: I don't think I will</p> <p>17 answer that.</p> <p>18 MR. MILLER: Would you say that</p> <p>19 again?</p> <p>20 THE WITNESS: I will not answer</p> <p>21 that question. I consider it to be</p> <p>22 sensitive.</p> <p>23 BY MR. GOLDSTEIN:</p> <p>24 Q. With respect to the national</p> <p>25 security interests of Israel?</p>
<p>Page 27</p> <p>1 Bar-Lev</p> <p>2 conjunction with the Israeli military?</p> <p>3 A. It was done with the Israeli</p> <p>4 military. I am not sure it is sensitive</p> <p>5 information or not but it was done with the</p> <p>6 Israeli military.</p> <p>7 Q. What was the intended purpose of</p> <p>8 the Israeli space program?</p> <p>9 A. To develop space technology in</p> <p>10 Israel.</p> <p>11 Q. For the purpose of putting a man</p> <p>12 on the moon or for some other purpose?</p> <p>13 MR. MATETSKY: Objection to the</p> <p>14 form.</p> <p>15 BY MR. GOLDSTEIN:</p> <p>16 Q. You can answer.</p> <p>17 A. It was not to put man on the moon.</p> <p>18 Q. What was its purpose, Dr. Bar-Lev?</p> <p>19 A. As I said, to develop technologies</p> <p>20 that may lead to any other derivatives.</p> <p>21 Q. What kind of derivatives?</p> <p>22 A. Anything that a missile can do, a</p> <p>23 satellite can do, as you know, okay,</p> <p>24 probably, okay, that by now Israel has</p> <p>25 developed, okay.</p>	<p>Page 29</p> <p>1 Bar-Lev</p> <p>2 A. Right.</p> <p>3 Q. During your tenure at MBT there</p> <p>4 were three Ofeq satellites that were</p> <p>5 successfully launched; is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. They were all launched from the</p> <p>8 Shavit launcher in Israel, correct?</p> <p>9 A. They were launched by an Israeli</p> <p>10 launcher from Israel.</p> <p>11 Q. In Shavit?</p> <p>12 A. I am not -- I am familiar with the</p> <p>13 name. It is not the right name.</p> <p>14 Q. What is the right name, sir?</p> <p>15 A. I am not at liberty to say that.</p> <p>16 Q. Because it affects the national</p> <p>17 security of Israel?</p> <p>18 A. Yes.</p> <p>19 Q. At the time you were at MBT</p> <p>20 working on the space program did you have</p> <p>21 military clearance of some sort?</p> <p>22 A. Yes, definitely.</p> <p>23 Q. Do you recall the clearance that</p> <p>24 you had?</p> <p>25 A. No, but it was a top clearance.</p>

Page 30	Page 31	Page 32
1 Bar-Lev 2 Q. Now, how long did it take from the 3 time that Israel began developing satellite 4 technology until the first launch of the 5 Ofeq? 6 A. Basically, four years. 7 Q. And in total -- and then there 8 were launches through 1995? 9 A. Then it continued. 10 Q. Of Ofeq 3? 11 A. Yes. 12 Q. Can you estimate how much it cost 13 to design and develop the Ofeq technology 14 through the launch of Ofeq 3 in 1995? 15 A. I am not at liberty to disclose 16 that information. 17 Q. Do you have a sense of the 18 magnitude of the cost? 19 A. I may have but, again, I would 20 refer you to IAI to get this information 21 since you represent them anyway. 22 Q. You are not at liberty to disclose 23 that information? 24 A. No, because I think, again, okay, 25 that it may be sensitive information.	1 Bar-Lev 2 MR. MATETSKY: No. Let's take a 3 short break here. Thank you. 4 Off the record. 5 MR. GOLDSTEIN: I want to finish 6 the topic. I want to finish the topic. 7 MR. MATETSKY: I have never at a 8 deposition had counsel refuse to 9 accommodate a break. I won't physically 10 walk out of the room if you are going to 11 ask questions but I object. 12 MR. GOLDSTEIN: My sense is this 13 is a purely tactical break. 14 Dr. Bar-Lev has not asked for a 15 break. We started a short time ago. 16 This is a break designed for no 17 other reason than to speak with your 18 witness about the substance of his 19 testimony and that is absolutely and 20 entirely inappropriate. 21 MR. MATETSKY: No. I think the 22 purpose of the break was to see if the 23 witness could provide more information 24 in response to your questions which I 25 would have assumed is something you	1 Bar-Lev 2 MR. MATETSKY: No. Let's take a 3 short break here. Thank you. 4 Off the record. 5 MR. GOLDSTEIN: I want to finish 6 the topic. I want to finish the topic. 7 MR. MATETSKY: I have never at a 8 deposition had counsel refuse to 9 accommodate a break. I won't physically 10 walk out of the room if you are going to 11 ask questions but I object. 12 MR. GOLDSTEIN: My sense is this 13 is a purely tactical break. 14 Dr. Bar-Lev has not asked for a 15 break. We started a short time ago. 16 This is a break designed for no 17 other reason than to speak with your 18 witness about the substance of his 19 testimony and that is absolutely and 20 entirely inappropriate. 21 MR. MATETSKY: No. I think the 22 purpose of the break was to see if the 23 witness could provide more information 24 in response to your questions which I 25 would have assumed is something you
1 Bar-Lev 2 Q. And affect the national security 3 interests of Israel? 4 A. Probably, and IAI, okay, which is 5 part of Israel. 6 Q. You said probably, I believe, in 7 answer to my question? 8 A. Excuse me. 9 Q. Do you know who financed the 10 technology for Israel to obtain space 11 technology? 12 A. Yes. 13 Q. Who was that? 14 A. I am not at liberty to disclose 15 that. 16 Q. Because it affects the national 17 security interests of Israel? 18 A. Yes. 19 MR. MATETSKY: Let's take a short 20 break. 21 MR. GOLDSTEIN: No, no. 22 MR. MATETSKY: We can take a break 23 at any time. 24 MR. GOLDSTEIN: We just started. 25 Let's wait a little bit.	1 Bar-Lev 2 would like to have had happen. 3 MR. GOLDSTEIN: My sense is the 4 witness is in the best position to 5 answer these questions. 6 MR. MATETSKY: If you won't 7 accommodate a break we won't take a 8 break. 9 I have never had that happen in 20 10 years. 11 MR. GOLDSTEIN: We will finish the 12 subject. 13 MR. MATETSKY: In 20 years no one 14 has ever refused to accommodate a 15 request for a break. Go ahead. 16 MR. GOLDSTEIN: There is always a 17 first time. 18 BY MR. GOLDSTEIN: 19 Q. Dr. Bar-Lev, were there any 20 foreign countries involved in financing any 21 of the Ofeq satellite program? 22 MR. MATETSKY: Objection. This 23 goes beyond the scope of jurisdictional 24 discovery. 25 MR. GOLDSTEIN: It absolutely does	1 Bar-Lev 2 MR. MATETSKY: No. Let's take a 3 short break here. Thank you. 4 Off the record. 5 MR. GOLDSTEIN: I want to finish 6 the topic. I want to finish the topic. 7 MR. MATETSKY: I have never at a 8 deposition had counsel refuse to 9 accommodate a break. I won't physically 10 walk out of the room if you are going to 11 ask questions but I object. 12 MR. GOLDSTEIN: My sense is this 13 is a purely tactical break. 14 Dr. Bar-Lev has not asked for a 15 break. We started a short time ago. 16 This is a break designed for no 17 other reason than to speak with your 18 witness about the substance of his 19 testimony and that is absolutely and 20 entirely inappropriate. 21 MR. MATETSKY: No. I think the 22 purpose of the break was to see if the 23 witness could provide more information 24 in response to your questions which I 25 would have assumed is something you

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1	Bar-Lev	1	Bar-Lev
2	answer.	2	persons.
3	Q. At some point there developed the	3	I was involved in one way or the
4	idea of potentially commercializing the Ofeq	4	other obviously because -- yes.
5	satellite; is that correct?	5	Q. With whom would you meet on these
6	A. We did.	6	subjects?
7	Q. When you say "we did --"	7	A. I cannot answer that.
8	A. I mean my directorate did.	8	Q. You cannot tell me?
9	Basically it was Dr. Rosenbaum and	9	A. No.
10	me.	10	Q. Because it --
11	Q. It was your idea to --	11	A. First, I don't remember. There is
12	A. Our idea, yes.	12	a lot of people and I don't want to disclose
13	Q. Let me finish the question.	13	the organization of the MOD, Ministry of
14	It was your idea to commercialize	14	Defense.
15	the Ofeq satellite for commercial purposes?	15	Q. Because it could affect our --
16	A. Yes.	16	A. It may have implications. I don't
17	Q. And this was an idea you had while	17	know about security.
18	you were first still at IAI?	18	Q. Do you know over what period of
19	A. Yes.	19	time you were involved in discussing with
20	Q. Do you recall when you and Dr.	20	the Ministry of Defense the possibility of
21	Rosenbaum approximately first had this idea?	21	its approving the commercialization of the
22	A. Well, I told you before I am very	22	Ofeq satellite technology?
23	bad in dates, okay. Dr. Rosenbaum is much	23	A. As I told you at that time.
24	better than I am, probably can correct me	24	Q. Do you know what period of time?
25	later, but it was somewhere around 1993,	25	A. No.
Page 39		Page 41	
1	Bar-Lev	1	Bar-Lev
2	1994.	2	Q. Is this a month-long period,
3	Q. Was approval necessary from the	3	many-year-long period, how long a period was
4	Israeli Ministry of Defense or other	4	it?
5	governmental entities before the Ofeq	5	A. It stretched all the time since
6	satellite technology could be	6	then.
7	commercialized?	7	At that time I was at IAI and it
8	A. Yes.	8	continued after I had left IAI and also Dr.
9	Q. Who at MBT was the point person in	9	Rosenbaum left IAI.
10	trying to obtain approval from the Israeli	10	We had one year another business
11	Ministry of Defense to commercialize the	11	and then we joined together with Steve to
12	Ofeq satellite technology?	12	start WIS and then the whole process started
13	A. It is not a specific person. It	13	again.
14	is the complete administration including us	14	Q. Is it fair to say that the process
15	and other people who were in the division.	15	of obtaining approval from the IMOD to
16	Q. I didn't mean to interrupt.	16	commercialize the Ofeq satellite was a
17	Had you completed --	17	difficult one?
18	A. I am finished.	18	A. This was a relative term, okay.
19	Q. Were you one of the people who was	19	Q. On any relative measure was it a
20	involved in discussing with the Ministry of	20	difficult process to get approval from the
21	Defense its approval to commercialize the	21	Israeli Ministry of Defense to commercialize
22	Ofeq satellite technology?	22	the Ofeq satellite technology?
23	A. Again, it is -- you have to	23	A. I can't answer that. I have seen
24	realize that even the minister of defense is	24	harder things and I saw projects that didn't
25	not one person, okay. It is a lot of	25	materialize.

<p style="text-align: right;">Page 42</p> <p>1 Bar-Lev</p> <p>2 Q. What were the issues that the</p> <p>3 Ministry of Defense were concerned about in</p> <p>4 terms of the commercialization of the Ofeq</p> <p>5 satellite technology?</p> <p>6 MR. MATETSKY: I object to the</p> <p>7 form of that question because it is</p> <p>8 asking him to read another person's</p> <p>9 mind.</p> <p>10 THE WITNESS: I cannot answer.</p> <p>11 MR. GOLDSTEIN: You and I can</p> <p>12 debate that at some point but if you can</p> <p>13 answer the question.</p> <p>14 THE WITNESS: I will not answer</p> <p>15 that because whatever you say, it may</p> <p>16 affect, okay.</p> <p>17 BY MR. GOLDSTEIN:</p> <p>18 Q. It may affect the national</p> <p>19 security interests of Israel?</p> <p>20 A. Yes, definitely.</p> <p>21 Q. Is it correct that it took more</p> <p>22 than four years for a policy to be put in</p> <p>23 place which would allow a company like</p> <p>24 ImageSat to operate?</p> <p>25 MR. MATETSKY: Objection to form.</p>	<p style="text-align: right;">Page 44</p> <p>1 Bar-Lev</p> <p>2 what the complaint is.</p> <p>3 MR. GOLDSTEIN: I generally don't</p> <p>4 mark complaints.</p> <p>5 MR. MILLER: Fine.</p> <p>6 THE WITNESS: Just tell me what to</p> <p>7 look at.</p> <p>8 BY MR. GOLDSTEIN:</p> <p>9 Q. If you look at paragraph -- page</p> <p>10 25, you have seen the complaint before?</p> <p>11 A. Yes. I have glanced through it.</p> <p>12 Q. When you say you glanced on it --</p> <p>13 A. I read it.</p> <p>14 Q. You agreed?</p> <p>15 A. Can you tell me --</p> <p>16 Q. -- with the statements contained</p> <p>17 in it?</p> <p>18 A. Yes, I did.</p> <p>19 Can you tell me where to look at?</p> <p>20 Q. Sure.</p> <p>21 If you look at -- in the middle of</p> <p>22 the page there is a sentence beginning, "The</p> <p>23 fundamental of the policy" -- it says, "The</p> <p>24 fundamentals of the policy regime under</p> <p>25 which the company was to be operated took</p>
<p style="text-align: right;">Page 43</p> <p>1 Bar-Lev</p> <p>2 THE WITNESS: I am not aware of</p> <p>3 any specific policy that was formed.</p> <p>4 BY MR. GOLDSTEIN:</p> <p>5 Q. Are you aware that in order for a</p> <p>6 company like ImageSat to operate a formal</p> <p>7 bilateral agreement was needed between</p> <p>8 Israel and the United States?</p> <p>9 A. No, I don't recollect such a</p> <p>10 thing.</p> <p>11 Q. Let me ask you to look at the</p> <p>12 complaint that was filed in this action.</p> <p>13 Dr. Bar-Lev, I would like to ask</p> <p>14 you to look at paragraph 64 on page 25 of</p> <p>15 the complaint.</p> <p>16 A. What do you want me to look at?</p> <p>17 Q. Is it actually page 25.</p> <p>18 A. What section?</p> <p>19 Q. I will direct you. This may be</p> <p>20 easier to read.</p> <p>21 A. I can read it.</p> <p>22 MR. GOLDSTEIN: I don't think</p> <p>23 there is any reason to mark the</p> <p>24 complaint.</p> <p>25 MR. MATETSKY: I think we all know</p>	<p style="text-align: right;">Page 45</p> <p>1 Bar-Lev</p> <p>2 more than four years to put in place</p> <p>3 eventually requiring negotiation of a</p> <p>4 formal, bilateral policy agreement between</p> <p>5 Israel and the United States."</p> <p>6 Do you see that, sir?</p> <p>7 A. Yes, I see that, yes.</p> <p>8 Q. Is that a correct statement?</p> <p>9 A. Regarding the four years, I told</p> <p>10 you how long it took from the time that we</p> <p>11 initiated it and the times that we left IAI</p> <p>12 started WIS and got finally, okay, the</p> <p>13 permission. That --</p> <p>14 Q. Let me stop you there,</p> <p>15 Dr. Bar-Lev, not meaning to interrupt.</p> <p>16 Does the four year time frame</p> <p>17 sound about right to you?</p> <p>18 A. Yes, because 1994 plus four is</p> <p>19 1998 which sounds right, yes.</p> <p>20 Q. Focusing on the second part of the</p> <p>21 sentence, "Eventually requiring the</p> <p>22 negotiation of a formal bilateral policy</p> <p>23 agreement between Israel and the United</p> <p>24 States," is that correct?</p> <p>25 A. Probably. Okay. I am not aware</p>

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<p>1 Bar-Lev 2 of this agreement. 3 Q. You are not aware of this 4 agreement? 5 A. I am not aware of the specific 6 agreement. I would assume that it would 7 have. 8 Q. Had you heard that there was such 9 a formal bilateral policy agreement that was 10 entered into between Israel and the United 11 States? 12 A. I don't remember. Not to the best 13 of my recollection. 14 Q. I take it you couldn't answer who 15 negotiated such a policy agreement? 16 A. And if I did I wouldn't tell you. 17 Sorry about that. 18 Q. You wouldn't tell me because? 19 A. That is exposing -- 20 MR. MATETSKY: Objection. 21 MR. GOLDSTEIN: You can't stop in 22 the middle of his answer, Mr. Matetsky. 23 Mr. Matetsky, you are now -- if 24 you have -- there are four words to say; 25 objection as to form.</p>	<p>1 Bar-Lev 2 Q. Do you know whether the policy 3 agreement that is referenced here would be 4 publicly available? 5 A. I don't know. 6 Q. Do you know how I would go about 7 obtaining a copy of it? 8 A. No. I am a simple engineer. You 9 have to understand that. 10 Q. Dr. Bar-Lev, you testified 11 previously that it was your idea with others 12 to commercialize the Ofeq technology. 13 A. It was our idea, yes. 14 Q. Just for ease of the reporter you 15 have to let me finish so he can get my 16 questions. 17 A. Sorry. 18 Q. And then your answer. 19 MR. MATETSKY: Then you have to 20 pause for a minute so I can make my 21 objection and not get yelled at. 22 BY MR. GOLDSTEIN: 23 Q. What was your role in the 24 commercialization of the Ofeq technology? 25 A. Well, I will give you a broader</p>
Page 47	Page 49
<p>1 Bar-Lev 2 Do not speak in terms -- 3 MR. MATETSKY: Control your voice. 4 MR. GOLDSTEIN: Mr. Matetsky, I 5 will do what I want to do. 6 MR. MATETSKY: I object to the 7 form of the question as being 8 hypothetical. 9 BY MR. GOLDSTEIN: 10 Q. Dr. Bar-Lev -- 11 A. Let me make a statement at this 12 point. 13 Q. Go ahead. 14 A. You have to realize that I am in a 15 very sensitive position, okay, because I 16 have to defend the security of Israel and 17 also the interest of IAI which is 18 interwoven, okay, with the security of 19 Israel in one way or the other. 20 The last thing I want to do is to 21 expose, okay, the possibility, whether 22 individuals, organizations or processes, 23 okay. This is why I am avoiding, okay, 24 those questions, with your permission. 25 Okay.</p>	<p>1 Bar-Lev 2 answer if you would like to, okay. 3 We at the directorate at some 4 point, because of some events, okay, decided 5 to strengthen, okay, our directorate and to 6 go into commercialization of the 7 technologies that we have developed. 8 One of the projects or the 9 programs that we started, and you will 10 probably know about, is the communication 11 satellite and that started even before we 12 started thinking about commercialization of 13 Ofeq satellite and then being exposed to the 14 commercial world in some sense, this is 15 where we started thinking maybe to do the 16 impossible and take the sensitive technology 17 and commercialize it. 18 It made sense, okay, for IAI to do 19 that. 20 Q. You made reference to the 21 directorate. 22 You are referring to the space 23 technology directorate? 24 A. Space technology directorate which 25 I head, yes, me, and Dr. Rosenbaum was my</p>

<p>1 Bar-Lev 2 deputy. 3 Q. Once the process began to make the 4 impossible possible what role did you play 5 at IAI in the design and development of what 6 would be the EROS satellite? 7 A. I was the one who started it. We 8 were the ones who started it. 9 We wrote the business plan and we 10 went around trying to persuade everyone 11 including the management of IAI of the 12 viability and the possibility of this 13 program. 14 Q. Do you know how much it cost to 15 commercialize the Ofeq satellite technology 16 and create the EROS program? 17 A. I would not answer that. 18 Q. You would not? 19 A. I will not answer that. Again, 20 okay. 21 Q. Because it affects the national 22 security interests of Israel? 23 A. And it may expose things, okay, 24 including your client, okay. 25 Q. Do you know who financed the</p>	<p>1 Bar-Lev 2 technology? 3 A. No, no, I don't know. 4 Q. Dr. Bar-Lev you said in describing 5 the reason for having the idea to 6 commercialize the Ofeq technology, you said 7 that we at the directorate at some point 8 because of some events decided to strengthen 9 our directorate and to go into the 10 commercialization of the technologies that 11 we have developed. 12 What events were you referring to? 13 A. Basically, if you want to hear it 14 was the LAVI collapse. 15 Q. What was the LAVI collapse? 16 A. The LAVI was a military aircraft 17 that was designed by IAI and was canceled. 18 Q. Why was it canceled? 19 A. Because the Government of Israel 20 decided to cancel it. 21 Q. Why did the Government of Israel 22 decide to cancel it? 23 A. That is not up to me to tell you 24 that. 25 Q. Do you know why?</p>
<p>1 Bar-Lev 2 commercialization of the Ofeq satellite 3 technology? 4 A. It was done in WIS at the end. 5 Q. My question was who specifically 6 was financing -- was there an entity who was 7 financing the project? 8 A. No. At that time at IAI you mean? 9 Q. Yes. 10 A. No. The answer was no entity. 11 It was our job, okay, to do it. 12 We wrote -- it was a business plan. We went 13 around and tried to persuade all the 14 entities that are involved, okay, to do 15 that. 16 Q. Were there any -- 17 A. There was no budget for that. 18 Q. When you say there was no 19 budget -- 20 A. There was no budget allocated 21 outside my directorate for that. 22 I used my R&D. 23 Q. Do you know whether any other 24 governmental entities were involved in IAI's 25 effort to commercialize the Ofeq satellite</p>	<p>1 Bar-Lev 2 A. No. It was their decision, okay. 3 Q. It was a military decision? 4 A. The Government of Israel includes 5 other aspects, okay. 6 Q. What was the connection -- sorry. 7 You think it was -- 8 A. I think it was political also. 9 Q. What was the connection between 10 the collapse of the LAVI program and your 11 decision to commercialize Ofeq, what is the 12 linkage? 13 A. We were looking for other clients, 14 okay, outside of the Government of Israel 15 that may support such endeavors in order to 16 make sure that whatever we have built and 17 the people that we have trained and the 18 technologies that we have developed in IAI 19 will survive, okay, a similar collapse, 20 would it happen. 21 Q. While you were at -- 22 A. It was not IAI policy. It was the 23 directorate policy to do that. 24 Q. Now, you are familiar with the 25 technology called SAR, S-A-R?</p>

<p>1 Bar-Lev 2 station, ground stations you need a license 3 but I was not involved in getting a license. 4 Q. Just to be clear, it would be a 5 license from the Israeli government? 6 A. Anything in Israel whatever, 7 require, like anything else, would require a 8 license from the places they are operating, 9 when they are transmitting into the area you 10 need some kind of license so as to not to 11 interfere. That is obvious. 12 Q. Do you recall that the Ministry of 13 Defense placed certain conditions on IAI's 14 sale to ImageSat of the EROS A and EROS B 15 Satellites? 16 A. Can you ask it again? 17 Q. Do you recall that the Ministry of 18 Defense placed certain conditions on IAI's 19 sale to ImageSat of their EROS A and EROS B 20 satellites? 21 A. Okay. I understand what you are 22 saying. 23 Yes, definitely. 24 For example, there was a list of 25 countries, okay. Some of them which were</p>	<p>Page 74</p> <p>1 Bar-Lev 2 MR. MATETSKY: Objection to form. 3 You can answer. 4 THE WITNESS: I can answer? 5 MR. MATETSKY: Yes. 6 THE WITNESS: Okay. Yes. 7 Definitely. Okay. But I would like to 8 explain that. Okay? 9 BY MR. GOLDSTEIN: 10 Q. Sure. 11 A. Obviously, to the best of my 12 recollection it had to do with the problem 13 of taking images over Israel or near Israel 14 that may have something to do with the 15 security of Israel which is obvious, the 16 same way that other countries are protecting 17 themselves to my opinion. 18 Q. Would you agree, Dr. Bar-Lev, that 19 Israel, the Government of Israel, could 20 revoke, modify any of the licenses even if 21 it did not relate to taking images over 22 Israel if the government determined that it 23 was in the national security of interests of 24 Israel to do so? 25 MR. MATETSKY: Objection to form.</p>
<p>Page 75</p> <p>1 Bar-Lev 2 prohibited, which are rogue, how you call it 3 rogue, countries, obviously rogue countries. 4 Other countries should have gotten 5 the license or the agreement of the MOD but 6 most of them got it. It is an extensive 7 list of countries. 8 Q. Are you aware that the licenses 9 granted to IAI by the IMOD in connection 10 with the operation of the ImageSat 11 satellites are subject to annual renewal? 12 A. No. I don't remember that. 13 Q. Do you recall that one of the 14 conditions of the IMOD to granting the 15 license to IAI to do business with ImageSat 16 was to have the satellite operated through 17 mabat? 18 A. I do recall something like that at 19 the beginning, yes. 20 Q. Would you agree that the 21 Government of Israel could revoke at any 22 time for reasons of national security the 23 approval it had given to IAI and ImageSat to 24 do business with any of the countries on the 25 approved list?</p>	<p>Page 77</p> <p>1 Bar-Lev 2 THE WITNESS: Can I answer? 3 MR. MATETSKY: Yes, you can answer 4 the question anyway unless I tell you 5 not to. 6 THE WITNESS: Okay. 7 I would assume, yes, but it has to 8 be presented and persuasive arguments 9 that it does have something to do with 10 the security of Israel. 11 BY MR. GOLDSTEIN: 12 Q. You would agree that in connection 13 with ImageSat's business the Government of 14 Israel never agreed to do anything to limit 15 its sovereign authority? 16 MR. MATETSKY: Objection to form. 17 THE WITNESS: It is a legal 18 question. Okay. I am not qualified to 19 answer that. 20 MR. GOLDSTEIN: I would like to 21 mark as Bar-Lev Exhibit 1 a document 22 that we have put Bates stamps on of IAI 23 00598 through 600. 24 (Document with Bates Numbers 00598 25 through 600 was marked Bar-Lev Exhibit 1 for</p>

<p style="text-align: right;">Page 90</p> <p>1 Bar-Lev 2 me in a corner, okay. I don't know. 3 Okay. 4 BY MR. GOLDSTEIN: 5 Q. I am asking. I am not looking to 6 put you in a corner. 7 A. But you are. You don't intend to 8 but you are. Okay. 9 Q. What did you understand, what -- 10 A. You are. 11 Q. Let me ask the question. 12 What do you understand paragraph 5 13 to mean as you sit here today? 14 MR. MATETSKY: Objection to form. 15 THE WITNESS: Okay. I think I 16 referred to it before. 17 I said that the sovereignty of a 18 state was contended to some point, okay, 19 what it means, okay, in one of the 20 earlier questions. 21 I am really not in a liberty, 22 okay, to interpret or not to interpret, 23 whatever, okay. 24 If you really need an answer from 25 me I will have to go to a legal adviser</p>	<p style="text-align: right;">Page 92</p> <p>1 Bar-Lev 2 A. What I would do in what position? 3 Q. What did you think would happen 4 based on your reading of Bar-Lev Exhibit 1? 5 A. I believe that the investors, 6 okay, those who invested money in that, 7 okay, would consider the case, okay, and 8 then agree to whatever needs to be done 9 because it has some implications under 10 marketing capabilities and the income of the 11 company. 12 Q. So? 13 A. You said it is probably in a case 14 that it doesn't make sense, okay, to them at 15 least, okay. 16 If it makes sense then obviously 17 it would have been accepted. 18 Q. When you say if it made sense it 19 obviously would have been accepted, in other 20 words, if the Israeli government had a 21 legitimate national security interest 22 obviously there would have been no ability 23 to question that judgment by Israel? 24 MR. MATETSKY: Objection to form. 25 THE WITNESS: I believe so, yes.</p>
<p style="text-align: right;">Page 91</p> <p>1 Bar-Lev 2 and get a clear answer to you, okay, 3 because I believe, just to finish the 4 sentence, because I believe the 5 sovereignty of a state is not 6 overwhelming totally. It is not a total 7 one. 8 This is my own, okay, belief. 9 BY MR. GOLDSTEIN: 10 Q. What do you understand to be the 11 limits on sovereign authority? 12 A. I am not -- I am sure this is a 13 legal. It depends on the country, depends 14 on its laws and so on. 15 Q. What do you understand to be the 16 limits, if any, on the sovereign authority 17 of Israel? 18 MR. MATETSKY: Objection to form. 19 THE WITNESS: Again, okay. I am 20 not a lawyer. I cannot answer that. 21 BY MR. GOLDSTEIN: 22 Q. What do you think, Dr. Bar-Lev, 23 would happen if you found that the arguments 24 presented by the Ministry of Defense for 25 revoking a license were not persuasive?</p>	<p style="text-align: right;">Page 93</p> <p>1 Bar-Lev 2 BY MR. GOLDSTEIN: 3 Q. Are you aware, Dr. Bar-Lev, that 4 at some point while you were at ImageSat the 5 Israeli Ministry of Defense had negotiations 6 about certain potential opportunities that 7 you believed to be contrary to what the 8 Ministry of Defense would be allowed to do 9 on its own without using ImageSat? 10 A. You mean to offer services similar 11 to ImageSat? 12 Q. Yes. 13 A. I remember some instances. I 14 don't remember to what extent, okay, it 15 ended up those discussions but I remember 16 discussions regarding services to specific 17 countries in which may, okay, be in 18 contradiction to the agreements that we had. 19 Yes, I remember something like 20 that. 21 Q. Do you remember having 22 communications with people in the Ministry 23 of Defense on that subject? 24 A. No. It wouldn't have been me. I 25 would not have been involved, the other</p>

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1 Bar-Lev 2 disclosed to all of the partners and all of 3 the clients of ImageSat. 4 A. Yes. 5 Q. That would not be true of the SAR 6 technology, correct? 7 A. I am not involved anymore in the 8 SAR technology so I don't know. I really am 9 not in a position to answer that, but as I 10 told you before, okay, a lot of information 11 was disclosed in all kind of meetings to my, 12 some amazement, to some extent. 13 MR. MATETSKY: There is still a 14 representation that all of this is 15 germane to the issues we are here today 16 on? 17 MR. GOLDSTEIN: Absolutely. 18 Absolutely. 19 THE WITNESS: I rather you 20 concentrate on the technical parts. 21 MR. MATETSKY: I am waiting 22 patiently for the connection up. 23 THE WITNESS: As I said, yes, I 24 would like you to concentrate on the 25 technical part which I am more familiar	1 Bar-Lev 2 understand the president is kind of an 3 honorary position but I was dealing with the 4 technical part of the -- and the management 5 of the company basically, because the CEO 6 was a lawyer and lawyers usually, okay, are 7 not capable of managing technical companies. 8 MR. GOLDSTEIN: I would like to 9 show you what we will mark as Bar-Lev 10 Exhibit 2 which bears Bates numbers IAI 11 643 through 795. 12 (Project Finance Facility was 13 marked Bar-Lev Exhibit 2 for identification) 14 BY MR. GOLDSTEIN: 15 Q. Dr. Bar-Lev, have you ever seen 16 Bar-Lev Exhibit 2 before? 17 A. I may have. I don't remember. 18 Q. I would like you to look at the -- 19 A. Can I refer to the circumstances 20 of that? Okay? 21 Q. I will ask questions -- 22 A. So you will understand, okay? 23 Q. If I could ask you to look at page 24 794? 25 A. What do you mean by 794?
Page 107	Page 109
1 Bar-Lev 2 with and more able to answer your 3 questions. 4 BY MR. GOLDSTEIN: 5 Q. Are you familiar that in -- let 6 me -- withdrawn for a moment. 7 A. Yes. 8 Q. When did you leave ImageSat? 9 A. I think it was 2005 if I am not 10 mistaken. 11 Q. Are you aware that in July 2001 12 there was a credit agreement entered into 13 between ImageSat and Bank Leumi to obtain a 14 \$70 million in financing? 15 A. In general, yes, but I was 16 prohibited from getting the information of 17 that and/or participating in that by the 18 CEO. 19 Q. By the CEO? 20 A. By Mr. Weiss, yes, but definitely 21 I know there was an agreement like that that 22 was negotiated. 23 Q. And at that time what was your 24 title at ImageSat? 25 A. Well, basically you have to	1 Bar-Lev 2 MR. MATETSKY: In the lower 3 right-hand corner there is a set of 4 numbers. 5 THE WITNESS: Yes. 6 BY MR. GOLDSTEIN: 7 Q. There are -- that is a signature 8 page? 9 A. 794? 10 Q. Yes. 11 A. No, it is not 94. Sorry. 12 MR. MATETSKY: Two pages from the 13 end. 14 THE WITNESS: Yes. 15 BY MR. GOLDSTEIN: 16 Q. It is signed -- there appear to be 17 two signatures for ImageSat. 18 One is clearly Jacob Weiss. 19 Is that your signature? 20 A. No. 21 Q. Do you know whose it is? 22 A. No. It is not a good copy either 23 but it is not mine. Definitely not. 24 Q. Do you know what the money that 25 was provided by Bank Leumi was to be used

Page 110	Page 112
1 Bar-Lev	1 Bar-Lev
2 for?	2 any dispute about this bank agreement --
3 A. No. I don't have recollection of	3 A. Yes.
4 that, but, again, if you want to hear the	4 Q. The parties agree to submit to the
5 circumstances I can share it with you.	5 jurisdiction of Israel?
6 Maybe later if you want.	6 MR. MATETSKY: Objection to form.
7 Q. Dr. Bar-Lev, you are saying that	7 THE WITNESS: Well, you are asking
8 you don't know why Bank Leumi was providing	8 me a legal question.
9 the \$70 million, what the use of the	9 If this is the only paragraph
10 proceeds would be?	10 related to this then obviously, yes.
11 A. I didn't say that. I said that	11 BY MR. GOLDSTEIN:
12 ImageSat needed all the money it could,	12 Q. Further it -- the borrower here is
13 okay, in order to buy satellites, in order	13 ImageSat; is that true?
14 to buy launchers, in order to pay for	14 A. It would seem so, yes.
15 insurance for the satellites and so on.	15 Q. If you look at the middle of the
16 This is a source of money to make	16 page --
17 the company operate obviously.	17 A. I will have to look and see what
18 Q. If I could refer you to page 717,	18 is the -- it is someplace.
19 IAI 717 of --	19 MR. MATETSKY: I can stipulate to
20 A. 717?	20 that.
21 Q. Of Bar-Lev Exhibit 2.	21 THE WITNESS: Okay. Fine.
22 A. Yes.	22 BY MR. GOLDSTEIN:
23 Which one?	23 Q. If you look at the middle of the
24 Q. The very top it says Jurisdiction.	24 page it says, "The borrower waives objection
25 A. In what paragraph?	25 to the Israeli courts on grounds of
Page 111	Page 113
1 Bar-Lev	1 Bar-Lev
2 MR. MATETSKY: The very top of	2 inconvenient forum or otherwise as regards
3 that page.	3 proceedings in connection with the finance
4 THE WITNESS: Let me to open it.	4 document."
5 BY MR. GOLDSTEIN:	5 Do you see that?
6 Q. The very top of that page.	6 A. Are you checking my understanding
7 A. Yes.	7 of English?
8 Q. It says that the jurisdiction of	8 Q. No. I am asking if you see the
9 any disputes in connection with any of these	9 document, sir.
10 documents, anyone who is involved would	10 A. My eyesight or what?
11 submit to the jurisdiction of the District	11 Q. No.
12 Court of Tel Aviv, Jaffa; do you see that?	12 In order for me to ask a
13 MR. MATETSKY: Objection to the	13 question --
14 phrase "any of these documents."	14 A. I would like to understand that.
15 BY MR. GOLDSTEIN:	15 Q. In order for me to ask a question
16 Q. Referring specifically to the word	16 I have to read the question to you so you
17 "In connection with any "Finance," capital	17 have something to answer.
18 F, "document," close quote D?	18 A. You are asking me if I can see it.
19 MR. MATETSKY: Objection	19 I can see it, yes.
20 withdrawn.	20 Q. Do you understand that provision,
21 BY MR. GOLDSTEIN:	21 Dr. Bar-Lev, to --
22 Q. Do you see the reference to	22 A. I understand English. That is
23 jurisdiction of Tel Aviv in Israel?	23 all.
24 A. Yes.	24 Q. You understand that that provision
25 Q. This provision means if there is	25 means that ImageSat agrees to waive any

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<p>1 Bar-Lev</p> <p>2 objection to the Israeli courts on grounds</p> <p>3 of inconvenient forum or otherwise?</p> <p>4 A. If you want I can read it to you,</p> <p>5 okay. This is what it means, okay.</p> <p>6 Q. Then, finally, if you look to the</p> <p>7 next page of the document it says, under</p> <p>8 Governing Law, you see that?</p> <p>9 A. Where?</p> <p>10 Q. Number 33.</p> <p>11 A. Okay.</p> <p>12 Q. On the page we marked IAI 718, it</p> <p>13 says, "This agreement is governed by Israeli</p> <p>14 law."</p> <p>15 I am asking you -- Dr. Bar-Lev, I</p> <p>16 am not trying to question your ability to</p> <p>17 read, please. I am just asking for purposes</p> <p>18 of creating --</p> <p>19 A. But you can understand that I am</p> <p>20 puzzled why you are wasting my time on</p> <p>21 something that is obviously, okay, written,</p> <p>22 okay.</p> <p>23 Yes. I can read it. I can see</p> <p>24 it.</p> <p>25 Q. You would agree that ImageSat was</p>	<p>1 Bar-Lev</p> <p>2 A. At least on the technical part,</p> <p>3 yes, definitely.</p> <p>4 Q. What was your responsibility in</p> <p>5 that regard?</p> <p>6 A. To make sure that I approved them</p> <p>7 or not approved them.</p> <p>8 MR. GOLDSTEIN: Let me show you</p> <p>9 what we will mark as Bar-Lev Exhibit 3</p> <p>10 which has Bates numbers IAI 101 through</p> <p>11 200.</p> <p>12 (EROS B1 Satellite Supply Contract</p> <p>13 was marked Bar-Lev Exhibit 3 for</p> <p>14 identification)</p> <p>15 BY MR. GOLDSTEIN:</p> <p>16 Q. Obviously I don't expect you to</p> <p>17 read all of Exhibit 3 but it is entitled</p> <p>18 EROS B1 Satellite Supply Contract.</p> <p>19 It is from November 1998 and it is</p> <p>20 dated.</p> <p>21 A. Yes.</p> <p>22 Q. Do you recall seeing this contract</p> <p>23 before?</p> <p>24 A. Probably, yes.</p> <p>25 Q. At the time you were still the</p>
Page 115	Page 117
<p>1 Bar-Lev</p> <p>2 agreeing to be governed by Israel law with</p> <p>3 respect to this bank finance?</p> <p>4 A. For this specific document, again,</p> <p>5 okay.</p> <p>6 Under Restrictions there are no</p> <p>7 other articles regarding that, assuming</p> <p>8 that.</p> <p>9 Are we finished with that?</p> <p>10 Q. For the moment, yes.</p> <p>11 A. Okay. Just a minute.</p> <p>12 MR. GOLDSTEIN: We will take a</p> <p>13 break.</p> <p>14 THE VIDEOGRAPHER: The time is</p> <p>15 11:45.</p> <p>16 We are off the record.</p> <p>17 (Discussion off the record)</p> <p>18 THE VIDEOGRAPHER: The time is</p> <p>19 11:57.</p> <p>20 We are on the record.</p> <p>21 BY MR. GOLDSTEIN:</p> <p>22 Q. During the time that you were at</p> <p>23 ImageSat were you involved in looking at</p> <p>24 satellite supply contracts between ImageSat</p> <p>25 and IAI?</p>	<p>1 Bar-Lev</p> <p>2 chief technology officer at ImageSat?</p> <p>3 A. Oh, yes, yes.</p> <p>4 Q. If you would look at page 103?</p> <p>5 A. Yes.</p> <p>6 Q. IAI 103?</p> <p>7 A. Yes.</p> <p>8 Q. There are initials?</p> <p>9 A. Yes.</p> <p>10 Q. On the bottom right-hand.</p> <p>11 One of them looks to be MB. Is</p> <p>12 that you?</p> <p>13 A. Probably is because usually I have</p> <p>14 an L also but MB, yes, it is the way I write</p> <p>15 B.</p> <p>16 Yes, it is mine.</p> <p>17 Q. So then obviously you would have</p> <p>18 looked at this contract.</p> <p>19 Specifically, I would like to ask</p> <p>20 you to look at page IAI 117.</p> <p>21 A. Yes. You mean the terms and</p> <p>22 conditions?</p> <p>23 Q. Your initials --</p> <p>24 A. On each page.</p> <p>25 Q. -- are on each page including the</p>

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1 Bar-Lev 2 bottom of this page IAI 117? 3 A. Yes. 4 Q. If you could look at article 15? 5 A. Yes. 6 Q. It is entitled Law and 7 Arbitration. 8 A. Yes. 9 Q. And it says that, "Any dispute or 10 disagreement arising between the parties in 11 connection with this contract will be 12 arbitrated in a proceeding in Tel Aviv which 13 will be final and binding on the parties." 14 Do you see that, sir? 15 A. Yes. 16 Q. Do you remember discussions at 17 ImageSat about the fact that the EROS B1 18 satellite supply contract from November 1998 19 would be subject to arbitration in Tel Aviv? 20 A. No. I don't remember but it is 21 clearly stated here. 22 It was changed later, you know, 23 once we got the investors in, yes. 24 Q. Do you recall whether the -- it is 25 your testimony, Dr. Bar-Lev, that there are	1 Bar-Lev 2 Q. Let me also ask you to look at 3 what we will mark as Bar-Lev Exhibit 4 which 4 is a satellite supply contract also from 5 1998 bearing Bates numbers IAI 1 through 100 6 and ask you to take a look at that. 7 A. Yes. 8 (Satellite Supply Contract was 9 marked Bar-Lev Exhibit 4 for identification) 10 THE WITNESS: What page. 11 BY MR. GOLDSTEIN: 12 Q. My first question to you is, if 13 you look at -- have you seen Bar-Lev Exhibit 14 4 before? 15 A. Oh, definitely. 16 Q. If you look at IAI, page 3 -- 17 A. Yes. 18 Q. Again, it is a little blurrier -- 19 A. No, no. It is my signature. 20 Q. It is your initials on each page 21 of the agreement, correct? 22 A. Yes, sure. 23 Q. If you look at page 15 of the 24 document which is IAI 17 do you see a law 25 and arbitration provision?
Page 119	Page 121
1 Bar-Lev 2 satellite supply contracts that provide for 3 other than arbitration in Tel Aviv under 4 Israeli law? 5 A. Maybe. I don't know. 6 I am just stating the fact, okay, 7 that the issue of the jurisdiction, okay, 8 was raised after we got some investing 9 money, okay, outside of Israel. 10 Q. Let me ask you this question, sir. 11 Do you recall any discussion at 12 the time this contract was signed and 13 initialed by you in 1998 about the fact that 14 any disputes with respect to this satellite 15 supply contract would be governed by the 16 laws of Israel and arbitrated in Israel? 17 A. No. I don't remember that. 18 I probably didn't even participate 19 in the negotiation but I went through it 20 together with Mr. Wilson and got full 21 explanation. 22 I was responsible for the 23 technical part of it which I negotiated with 24 IAI, but, yes, this is my signature and I 25 went through it.	1 Bar-Lev 2 A. What page please; 15 or 17? 3 Q. The Bates number is IAI 17. 4 A. Oh, 17. 5 MR. MATETSKY: Would it help if I 6 stipulated it is the same? 7 MR. GOLDSTEIN: Sure. I am not 8 looking to -- let me make sure that we 9 have the correct stipulation which is 10 that the November -- 11 THE WITNESS: Yes, it is the same. 12 BY MR. GOLDSTEIN: 13 Q. 1998 EROS A satellite supply 14 contract provided for arbitration in Israel 15 with respect to any disputes relating to the 16 interpretation or execution of this contract 17 which would be governed by the law of 18 Israel? 19 MR. MATETSKY: That's right. That 20 is what it says. 21 THE WITNESS: Yes. 1998, yes. 22 Makes sense. 23 MR. GOLDSTEIN: If we can then 24 mark as Bar-Lev Exhibit 5? 25 (Amended and Restated EROS B1

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1	Bar-Lev	1	Bar-Lev
2	Satellite Supply Contract from July 25, 2000	2	A. Yes. I can see that.
3	was marked Bar-Lev Exhibit 5 for	3	Q. Specifically the article 15, law
4	identification)	4	and arbitration section.
5	THE WITNESS: What am I going do	5	A. Yes.
6	with all of that? Give it to you?	6	Q. And give you an opportunity to
7	MR. MATETSKY: It is going to sit	7	read it.
8	in my office and eventually go to an	8	A. I read it.
9	expensive storage place for large sums	9	Q. And then there is actually on the
10	of money that will be debited to you	10	following page, IAI 813, there is a
11	personally.	11	provision, 15.2, that says, "This contract
12	THE WITNESS: I will regret I	12	shall be governed and interpreted under and
13	signed all of those documents.	13	in accordance with the State of Israel."
14	What date is that?	14	Do you see that?
15	BY MR. GOLDSTEIN:	15	A. Yes.
16	Q. First, I am going ask you whether	16	Q. Is it fair to say then,
17	you have seen -- this is an amended and	17	Dr. Bar-Lev, that as of July 25, 2000 at the
18	restated EROS B1 satellite supply contract	18	very same time that the deal with Pegasus
19	from July 25, 2000.	19	was signed ImageSat and Israel Aircraft
20	A. Can I have a minute to look at it?	20	entered into an amended satellite supply
21	Q. Sure.	21	contract for the EROS B1 satellite that
22	MR. MATETSKY: I think this copy	22	provided that any disputes regarding that
23	is missing the exhibits as well as the	23	contract would be resolved by arbitration in
24	signature page.	24	Israel and subject to the laws of Israel?
25	MR. GOLDSTEIN: It has a signature	25	A. What I understand this is a
Page 123		Page 125	
1	Bar-Lev	1	Bar-Lev
2	page on the second page, 797.	2	supply contract, selling satellite by IAI to
3	MR. MATETSKY: Okay.	3	ImageSat.
4	THE WITNESS: I am familiar with	4	The answer is under that, yes.
5	this satellite, yes.	5	MR. GOLDSTEIN: Let me ask you
6	BY MR. GOLDSTEIN:	6	what we will mark as Bar-Lev Exhibit 6.
7	Q. Let me focus you, Dr. Bar-Lev, on	7	It is a document entitled Second Amended
8	the timing of this.	8	and Restated EROS B Satellite Supply
9	This amended and restated	9	Contract bearing Bates numbers IAI 201
10	satellite supply contract is dated July 25,	10	through 285.
11	2000.	11	(Second Amended and Restated EROS
12	Am I correct, Dr. Bar-Lev, that	12	B Satellite Supply Contract bearing Bates
13	that was the same date that Pegasus first	13	numbers IAI 201 through 285 was marked
14	made its investment?	14	Bar-Lev Exhibit 6 for identification)
15	A. Yes.	15	THE WITNESS: Are we disputing
16	Q. In ImageSat?	16	satellite supplies?
17	A. Yes.	17	MR. MATETSKY: Just answer the
18	Q. And so this contract was signed	18	questions.
19	between ImageSat and Israel -- Israel	19	THE WITNESS: Okay. Let me see.
20	Aircraft at a time when the company had	20	Again, I am not signed on that.
21	fully negotiated the Pegasus agreement;	21	Is it always the signature?
22	correct?	22	BY MR. GOLDSTEIN:
23	A. Yes, yes.	23	Q. Let me ask you, this agreement
24	Q. I would like you to look at page	24	is -- says on it, July 25, 2001.
25	IAI 812.	25	Do you see that, sir?

<p>1 Bar-Lev</p> <p>2 A. Yes.</p> <p>3 Q. And it is entitled Second Amended</p> <p>4 and Restated EROS B Satellite Supply</p> <p>5 Contract, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And you saw this contract before</p> <p>8 it was signed as well?</p> <p>9 A. I probably did. Probably did.</p> <p>10 Q. In fact, if you look at some of</p> <p>11 the -- if you go to IAI 227 you signed each</p> <p>12 page of the Exhibit B, Mission Requirements;</p> <p>13 is that correct?</p> <p>14 A. You can see now the L, right?</p> <p>15 Q. Yes.</p> <p>16 A. All right.</p> <p>17 Q. You also signed --</p> <p>18 A. This is the technical part, right?</p> <p>19 Q. And you also signed each page of</p> <p>20 Exhibit D which is the statement of work for</p> <p>21 EROS B?</p> <p>22 A. If it is technical, I did.</p> <p>23 Q. If it is technical you signed it?</p> <p>24 A. Yes.</p> <p>25 Q. Dr. Bar-Lev, you similarly signed</p>	<p>1 Bar-Lev</p> <p>2 A. Yes.</p> <p>3 Q. Under Mr. Weiss's signature there</p> <p>4 is another signature.</p> <p>5 A. It is Ori, O-R-I; Ben, B-E-N; Amoz</p> <p>6 AMOZ, the CEO.</p> <p>7 Q. It is correct, Dr. Bar-Lev, that</p> <p>8 there are numerous claims that you and the</p> <p>9 other plaintiffs bring in this litigation</p> <p>10 that are based on Bar-Lev Exhibit 6, this</p> <p>11 amended and restated EROS B Satellites</p> <p>12 supply contract?</p> <p>13 MR. MATETSKY: If you can't think</p> <p>14 of six objections to that question you</p> <p>15 are not trying.</p> <p>16 I object to the form.</p> <p>17 BY MR. GOLDSTEIN:</p> <p>18 Q. You can answer.</p> <p>19 A. Should I?</p> <p>20 MR. MATETSKY: If you can</p> <p>21 understand it, you can answer it.</p> <p>22 THE WITNESS: I don't understand.</p> <p>23 MR. GOLDSTEIN: Shocking how that</p> <p>24 works, isn't it?</p> <p>25 MR. MATETSKY: Why don't you read</p>
<p>Page 127</p> <p>1 Bar-Lev</p> <p>2 Exhibit E which is the EROS B1 Program</p> <p>3 Schedule?</p> <p>4 A. Yes.</p> <p>5 Q. Beginning on IAI 268?</p> <p>6 A. I don't even look at it.</p> <p>7 If my signature is there,</p> <p>8 obviously, I did. Yes.</p> <p>9 I am just trying to see what kind</p> <p>10 of satellite it is.</p> <p>11 Yes, okay.</p> <p>12 Q. Finally, you signed Exhibit G</p> <p>13 which is the EROS B1 in orbit test?</p> <p>14 A. Yes.</p> <p>15 Q. Beginning on IAI 278; is that</p> <p>16 correct?</p> <p>17 MR. MATETSKY: Look and make sure.</p> <p>18 There were some you didn't sign.</p> <p>19 THE WITNESS: What page?</p> <p>20 BY MR. GOLDSTEIN:</p> <p>21 Q. 278.</p> <p>22 A. My signature is on 278, yes.</p> <p>23 Q. If you go to page 285, the last</p> <p>24 document, the last document -- the last page</p> <p>25 of the document?</p>	<p>Page 129</p> <p>1 Bar-Lev</p> <p>2 it back?</p> <p>3 MR. GOLDSTEIN: I will start</p> <p>4 again.</p> <p>5 THE WITNESS: I will answer your</p> <p>6 question.</p> <p>7 Regarding EROS B?</p> <p>8 BY MR. GOLDSTEIN:</p> <p>9 Q. Right.</p> <p>10 A. You have to remember there was a</p> <p>11 history, okay, starting with EROS B in one</p> <p>12 configuration and then it went into a</p> <p>13 configuration which was a much better</p> <p>14 configuration.</p> <p>15 Finally, it ended up with</p> <p>16 satellite, not in this date, I think two</p> <p>17 years later, which was a much inferior</p> <p>18 satellite, okay, to any of the other</p> <p>19 configurations, okay, and whatever you are</p> <p>20 going to bring up, that probably would be</p> <p>21 the case.</p> <p>22 Q. I take it from your answer,</p> <p>23 Dr. Bar-Lev, that this contract is one of</p> <p>24 the principal claims that you assert in this</p> <p>25 litigation against the defendants, correct?</p>

<p style="text-align: right;">Page 130</p> <p>1 Bar-Lev 2 MR. MATETSKY: Objection to form. 3 I think you misspoke. I don't think -- 4 BY MR. GOLDSTEIN: 5 Q. You can answer. 6 A. No, I don't. I don't understand 7 really so I would rather not. 8 Q. Is it correct to say that one of 9 your central claims in the litigation you 10 brought against the defendants is that this 11 satellite that was ultimately provided to 12 ImageSat was inferior to the satellite that 13 was contracted for to be provided as 14 reflected in Bar-Lev Exhibit 6? 15 A. This one? 16 Q. Yes. 17 A. Let me just make sure, okay? 18 I think the answer is, yes, but 19 let me make sure. That is why I looked. 20 MR. MATETSKY: While he is doing 21 that I will object to the form. 22 THE WITNESS: I looked at it. 23 Yes, it was. 24 BY MR. GOLDSTEIN: 25 Q. Now, I would like you to look at</p>	<p style="text-align: right;">Page 132</p> <p>1 Bar-Lev 2 A. This is the supply contract, 3 right? 4 Yes, yes. 5 Q. And a supply contract that is a 6 significant claim -- that is the source of a 7 significant claim in your litigation, 8 correct? 9 MR. MATETSKY: Objection to form. 10 THE WITNESS: I don't know. 11 BY MR. GOLDSTEIN: 12 Q. You can answer that question. 13 A. No, I don't. 14 Q. I -- 15 A. He objected and I didn't answer. 16 MR. MATETSKY: You can answer the 17 question. 18 Repeat the question please. 19 BY MR. GOLDSTEIN: 20 Q. And is it correct that this supply 21 contract and its terms is a source of a 22 significant claim that plaintiffs bring 23 against the defendants in this litigation? 24 A. Yes, but you have to look at the 25 context, okay, under which the claim is.</p>
<p style="text-align: right;">Page 131</p> <p>1 Bar-Lev 2 IAI 221 in Bar-Lev Exhibit 6. 3 IAI 221 in the document you have, 4 yes. 5 A. This one? 6 Q. Yes. 7 A. Where? 8 Q. IAI 221 is the Bates number. 9 A. Okay. Yes. 10 Q. Dr. Bar-Lev, as with the other 11 satellite supply contracts we have seen this 12 contract also contains a provision that any 13 disputes or disagreements arising in 14 connection with this contract or in relation 15 to its interpretation will be resolved in an 16 arbitration in Tel Aviv subject to the laws 17 of Israel? 18 A. That is what it says, yes. 19 Q. And this contract is between 20 Israel Aircraft and ImageSat, correct? 21 A. I believe so. Let me just see. 22 Between the buyer, ImageSat, and 23 Israel Aircraft, yes. 24 Q. And is this agreement long after 25 Pegasus made its investment in ImageSat?</p>	<p style="text-align: right;">Page 133</p> <p>1 Bar-Lev 2 And the claim is that the 3 satellite that was supplied, okay, is 4 inferior to the satellite, okay, that we 5 have intended to and basically we objected 6 to that. 7 You may ask how did I agree to 8 serve the company after that and I can 9 answer this question, if you will answer me, 10 but you have to remember that this is the 11 context, okay. This is part of the problem, 12 okay? 13 Q. I take it, though, Dr. Bar-Lev, 14 that you allege that this contract was 15 breached by Israel Aircraft, correct? 16 A. No. 17 Q. No, you don't claim that there was 18 any breach of contract by Israel Aircraft of 19 this agreement, Bar-Lev Exhibit 6? 20 MR. MATETSKY: Objection to form. 21 THE WITNESS: What do you mean by 22 "breached." 23 BY MR. GOLDSTEIN: 24 Q. That Israel Aircraft did not 25 comply with the terms of the contract as</p>

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<p>1 Bar-Lev 2 understand the background you just provided, 3 that the fact that this wasn't the satellite 4 that was ultimately launched is a basis of 5 one of your claims in this litigation 6 against --</p> <p>7 A. No, I am not sure this is what I 8 said.</p> <p>9 I said a better satellite was 10 starting to be developed and as I looked it 11 is not this supply contract.</p> <p>12 It is not -- you want me to look 13 at it again and tell you definitely this is 14 not the one?</p> <p>15 I will do that gladly.</p> <p>16 Q. Go right ahead.</p> <p>17 A. Yes.</p> <p>18 It is not. Of course, it is not. 19 Would you like to know why?</p> <p>20 Very simply. You have a 21 multispectral here. I am not even looking.</p> <p>22 Q. Just what page are you referring 23 to, Dr. Bar-Lev?</p> <p>24 A. 233.</p> <p>25 Q. You handwrote notes over -- you</p>	<p>1 Bar-Lev 2 BY MR. GOLDSTEIN: 3 Q. Dr. Bar-Lev, I have just marked as 4 Bar-Lev Exhibit 7 a document entitled EROS B 5 Satellite Supply Contract dated June 4, 2004 6 and bearing Bates numbers IAI 286 through 7 323.</p> <p>8 A. Yes.</p> <p>9 Q. My question to you is: Have you 10 seen this document before?</p> <p>11 A. Yes.</p> <p>12 Q. So far as you know this was the 13 last satellite supply contract that was 14 entered into between IAI and ImageSat?</p> <p>15 A. Yes. The last one when I was 16 there, yes.</p> <p>17 Q. Yes.</p> <p>18 And if you would again please look 19 at the third page of the document, the 20 signature page, which is IAI 288, your 21 signature is on the document?</p> <p>22 A. Yes.</p> <p>23 Q. And --</p> <p>24 A. And I explained the circumstances, 25 part of it.</p>
Page 139	Page 141
<p>1 Bar-Lev 2 put a little mark --</p> <p>3 A. Yes, just to show you I am not 4 looking at the whole thing.</p> <p>5 It is enough for me to see the 6 spectral bands, full multispectral, it is 7 not black and white, it is in color.</p> <p>8 That was the satellite that was 9 going to be launched, should have been 10 launched, in our opinion, and was not 11 launched.</p> <p>12 MR. MATETSKY: Eric, I think you 13 need to do a tape change.</p> <p>14 THE VIDEOGRAPHER: The time is 15 12:28.</p> <p>16 We are off the record. 17 (Discussion off the record)</p> <p>18 MR. GOLDSTEIN: Number 7. 19 (EROS B Satellite Supply Contract 20 dated June 4, 2004 was marked Bar-Lev 21 Exhibit 7 for identification)</p> <p>22 THE VIDEOGRAPHER: The time is 23 12:29.</p> <p>24 We are on the record.</p>	<p>1 Bar-Lev 2 Q. Let me ask the question. 3 A. Okay.</p> <p>4 Q. Once again this is jurisdictional 5 and not merits and it goes to the issues 6 that you want to dismiss?</p> <p>7 A. Yes.</p> <p>8 Q. Looking to page IAI 317 which is 9 entitled Article 15, Law and Arbitration, do 10 you see that, sir?</p> <p>11 A. Yes.</p> <p>12 Q. Would you please look at that?</p> <p>13 A. Yes. I looked at it.</p> <p>14 Q. Article 15.1 and 15.2?</p> <p>15 A. Yes.</p> <p>16 Q. Would you agree, sir, that once 17 again this 2004 supply satellite contract 18 also provides that any disputes relating to 19 or arising under this contract are going to 20 be arbitrated in Tel Aviv under the laws of 21 Israel?</p> <p>22 A. Yes.</p> <p>23 Q. And is it fair to say, 24 Dr. Bar-Lev, that every supply contract of 25 which you are aware, not only at the</p>

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1 Bar-Lev 2 beginning but through the entire time that 3 you were involved with ImageSat, had a 4 provision saying that any disagreements 5 relating to those contracts would be subject 6 to arbitration in Tel Aviv and governed by 7 the laws of Israel? 8 MR. MATETSKY: Objection to the 9 form. 10 THE WITNESS: Every one I saw is, 11 yes; the answer is, yes. 12 BY MR. GOLDSTEIN: 13 Q. Are you aware of any that I have 14 not shown you? 15 A. Not at this moment. 16 Q. Let me finish the question. 17 Are you aware of any that I have 18 not shown you that, and I take it -- let me 19 withdraw that. 20 You are aware? 21 A. The answer is, yes, anyway, 22 whatever form. 23 Q. Let me take you on the road, 24 Dr. Bar-Lev, and I take it that you are not 25 aware of any contract between Israel	1 Bar-Lev 2 BY MR. GOLDSTEIN: 3 Q. Dr. Bar-Lev, you understand what 4 Bar-Lev Exhibit 8 is? 5 A. No. 6 Q. Let me represent to you, sir, that 7 it reflects an agreement among ImageSat, 8 Bank Leumi, Israel Aircraft and various 9 investors in ImageSat including the Pegasus 10 entities? 11 A. I can see that. 12 Q. You can see that, sir? 13 A. Yes, I can see that, yes. 14 Q. And this document was dated 15 July 25, 2001, correct? 16 A. Uh-huh. 17 Q. You have to say, yes, Dr. Bar-Lev. 18 MR. MATETSKY: Or no or I don't 19 know. 20 Those are all good answers but not uh-huh. 21 THE WITNESS: Yes. 22 BY MR. GOLDSTEIN: 23 Q. I would like to refer you to page 24 IAI 630.
Page 143	Page 145
1 Bar-Lev 2 Aircraft and ImageSat relating to a supply 3 contract that does not contain an 4 arbitration clause for Tel Aviv governed by 5 the law of Israel? 6 A. Not at this moment, no. 7 MR. GOLDSTEIN: Off the record. 8 THE VIDEOGRAPHER: The time is 9 12:33. 10 We are off the record. 11 (Discussion off the record) 12 THE VIDEOGRAPHER: The time is 13 12:35. 14 We are on the record. 15 MR. GOLDSTEIN: I would like to 16 mark as Bar-Lev Exhibit 8 a document 17 entitled Intercreditor Agreement dated 18 July 25, 2001 between ImageSat, Bank 19 Leumi, Noteholders and Subordinated 20 Creditors. 21 (Intercreditor Agreement dated 22 July 25, 2001 between ImageSat, Bank Leumi, 23 Noteholders and Subordinated Creditors was 24 marked Bar-Lev Exhibit 8 for identification)	1 Bar-Lev 2 By the way, let me say for the 3 record that Bar-Lev Exhibit 8 bears Bates 4 numbers IAI 601 through 642 and I am asking 5 you to look at IAI 630. 6 A. Yes. I see, yes. 7 I have never seen this before. 8 Just for the record, I didn't see. I am not 9 aware of it. 10 Q. If you could look, sir, at, as I 11 said, IAI 630, and specifically paragraph 12 27, governing law and jurisdiction? 13 A. Yes, I saw that. 14 Q. You have read it now? 15 A. Yes. 16 Q. Would you agree that it provides 17 that all the parties to this agreement agree 18 that any disputes arising out of this 19 intercreditor agreement are to be governed 20 by the law of Israel with each party 21 agreeing to submit the exclusive 22 jurisdiction of the courts of Israel? 23 A. Yes. 24 Q. As I think you said, parties to 25 this agreement include ImageSat's investors,

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1 Bar-Lev 2 correct? 3 MR. MATETSKY: Objection to the 4 form. 5 BY MR. GOLDSTEIN: 6 Q. You can answer. 7 A. It is a statement. It is right. 8 You are asking me if the 9 observation is right. 10 Yes, the observation is right. 11 MR. MATETSKY: Hang on. 12 Do you mean all of ImageSat's 13 investors? 14 MR. GOLDSTEIN: Mr. Matetsky, when 15 I want you to testify I will have you 16 testify. 17 MR. MATETSKY: You are blatantly 18 misrepresenting the document on the 19 record. 20 MR. GOLDSTEIN: Mr. Matetsky, I 21 ask you to be quiet. 22 You know what is an appropriate 23 thing to say or not say. 24 That is entirely inappropriate. 25 The witness -- let's not clutter the	1 Bar-Lev 2 have a security clearance. 3 Q. Do you know, Dr. Bar-Lev, whether 4 in connection with the work you did at 5 ImageSat you were given a security 6 clearance? 7 A. No. I don't know. 8 Q. You don't know? 9 A. I don't know. 10 I don't think so, by the way. If 11 it was, it was due to my reserve duties and 12 my former work at IAI which might have 13 applied. 14 Q. Let me mark as -- actually, I 15 don't think we need to mark it. 16 I would like to show you a 17 document that your counsel has filed in this 18 litigation. 19 MR. MATETSKY: We didn't 20 technically file it but we exchanged it 21 with the other side. 22 BY MR. GOLDSTEIN: 23 Q. By the way, Dr. Bar-Lev, before 24 you look at that document, while you were at 25 ImageSat were you provided with any access
1 Bar-Lev 2 record. 3 MR. MATETSKY: You stop, I will 4 stop. 5 THE WITNESS: I answer, I agreed 6 whatever is written here is right. That 7 is all. 8 BY MR. GOLDSTEIN: 9 Q. When you were at ImageSat, 10 Dr. Bar-Lev, you had security clearance, 11 correct? 12 A. From whom? 13 Q. From the Israeli military. 14 A. At what time, what year? 15 Q. Let's -- let me ask it more 16 broadly. 17 At any time when you were an 18 executive of ImageSat did you have security 19 clearance? 20 A. I really can't answer that. I 21 will tell you why, okay, because I don't 22 remember when I finished my reserve duties 23 and I don't know if after the reserve duties 24 your security clearance is annulled or not. 25 I really don't know. I may still	1 Bar-Lev 2 at any point to classified information? 3 A. At ImageSat in the role of my 4 position at ImageSat? 5 Q. My question to you, Dr. Bar-Lev, 6 is whether at any point -- 7 A. No, I don't think so. 8 Q. At any point during the time you 9 were employed by ImageSat were you 10 provided -- whether you were provided with 11 any classified information? 12 A. By whom? You have to specify 13 that. 14 Q. By anyone who was providing you 15 with classified information. 16 A. Commercial. 17 Q. Classified by the Israeli 18 government? 19 A. I must say that I don't remember 20 anything like that but I have to look at it 21 back, okay, because you are not specifying 22 military ones. You are specifying by the 23 Government of Israel. 24 Q. Including. I wasn't seeking to 25 limit the question.
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<p>1 Bar-Lev</p> <p>2 investor, as a shareholder, okay, as a</p> <p>3 shareholder I thought it is the right</p> <p>4 thing to do it in New York according to</p> <p>5 the other investors that would have been</p> <p>6 damaged, okay, according to the</p> <p>7 plaintiff's complaint.</p> <p>8 BY MR. MILLER:</p> <p>9 Q. You are talking about the other</p> <p>10 investors that are parties to other</p> <p>11 agreements that are not part of this</p> <p>12 lawsuit, right?</p> <p>13 MR. MATETSKY: Objection to form.</p> <p>14 THE WITNESS: I don't understand.</p> <p>15 There are a lot of plaintiffs here</p> <p>16 which are shareholders, okay, which are</p> <p>17 Americans as well.</p> <p>18 BY MR. MILLER:</p> <p>19 Q. Okay.</p> <p>20 A. Some of them, so it just made</p> <p>21 sense that it should be in New York.</p> <p>22 Q. For you personally?</p> <p>23 A. It doesn't matter.</p> <p>24 Q. It doesn't matter, right?</p> <p>25 MR. MATETSKY: Objection to form.</p>	<p>1 Bar-Lev</p> <p>2 brought yet which may have to be brought in</p> <p>3 New York are there any other reasons that</p> <p>4 you believe the lawsuit should take place in</p> <p>5 New York?</p> <p>6 A. I think it is a business issue,</p> <p>7 okay, that should have been resolved in the</p> <p>8 right environment without putting any other</p> <p>9 issues on the board, okay, so I thought</p> <p>10 that, as I said before, that New York is the</p> <p>11 right place because of what I thought and</p> <p>12 because of the other contracts that we had.</p> <p>13 Q. What is the business issues that</p> <p>14 you are referring to?</p> <p>15 A. Business issues is the point of</p> <p>16 the shareholders being cramped down, one of</p> <p>17 the issues being of the companies that could</p> <p>18 have been a much better company would have</p> <p>19 some decisions been made or would have</p> <p>20 other, I would say, influences would have</p> <p>21 not been exercised, okay.</p> <p>22 This is business issues. Okay.</p> <p>23 It has nothing do with technical issues.</p> <p>24 Q. Okay.</p> <p>25 So basically what you are saying,</p>
<p>Page 235</p>	<p>Page 237</p>

1 Bar-Lev
2 A. It is not a supply. Supply, I
3 understand, or I may understand.
4 It is an issue between IAI,
5 ImageSat being governed by the MOD, I could
6 understand why it should be in the Israeli
7 law.
8 I would hate to come and defend
9 some kind of technical issues and history of
10 the space and probably I wouldn't have done
11 it in New York but on the business issue,
12 definitely, yes.
13 Q. Anything else?
14 A. I am too tired to think.
15 Q. Give me one second.
16 That is fine.
17 MR. MILLER: I have no further
18 questions.
19 THE WITNESS: Thank you.
20 THE VIDEOGRAPHER: The time is
21 3:02.
22 We are off the record.
23 (Discussion off the record)
24 MR. MATETSKY: I have no
25 questions.

1 Bar-Lev
2 CERTIFICATE
3 STATE OF NEW YORK)
4 : Ss
5 COUNTY OF NEW YORK)
6 I, Steven Neil Cohen, a Registered
7 Professional Reporter and Notary Public
8 within and for the State of New York, do
9 hereby certify: That MOSHE BAR-LEV, the
10 witness whose deposition is herein before
11 set forth, was duly sworn by me and that
12 such deposition is a true record of the
13 testimony given by such witness.
14 I further certify that I am not
15 related to any of the parties to this action
16 by blood or marriage and that I am in no way
17 interested in the outcome of this matter.
18 I further certify that neither the
19 deponent nor a party requested a review of
20 the transcript pursuant to Federal Rule of
21 Civil Procedure 30(e) before the deposition
22 was completed.
23 In witness whereof, I have
24 hereunto set my hand this 27th day of
February 2008.

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